

A. G. Contract No. KR-88-1728-TRD  
ECS File: JPA-88-46  
Project: F-016-1-519  
Section: Brewery Gulch T.I.  
(U.S. 80)

INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF BISBEE

THIS AGREEMENT is entered into August 9, 1988, pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF BISBEE, acting by and through its City Council, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on U.S. Highway 80 at the following location:

From ramp survey centerline station 2+80 to ramp survey centerline station 303+70, a net distance of approximately 0.10 mile.

NO. <u>13219</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>8-10-88</u>
<u>Jim Schumacher</u> Secretary of State
By <u>A. Rude</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The State will prepare plans for the landscaping and irrigation project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the City shall reimburse the State 25 percent of the landscape contract costs.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way. Cost shall be a portion of the 25 percent matching funds and at standard water service rates, all at City expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the landscaping and irrigation system within the right of way and shall furnish all electrical power necessary to maintain the landscaping within the right of way.

6. The City hereby agrees to maintain the landscaping and irrigation system in an attractive manner, as it was designed and approved by the State; and the City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the State's "Uniform Traffic Control Requirements."

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. This agreement shall remain in full force and effect for a period of one (1) year from the effective date. Thereafter, this agreement will be automatically renewed for successive periods of one year unless terminated by either party upon ninety days' written notice to the other party. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled by the Governor in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Engineering Consultants Services  
205 South 17 Avenue, Room 118E  
Phoenix, AZ 85007

Public Works Director  
City of Bisbee  
118 Arizona St.  
Bisbee, AZ 85603

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF BISBEE

STATE OF ARIZONA

Department of Transportation

By

LaVerne Williams

Title

Mayor

By


Gary K. Robinson

GARY K. ROBINSON

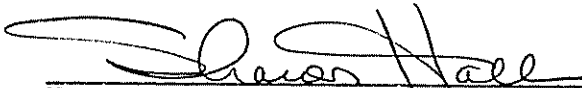
Chief Deputy State Engineer

CERTIFICATION

I CERTIFY THAT THE ATTACHED PAGE 2 OF THE MINUTES OF THE REGULAR SESSION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF BISBEE HELD ON JUNE 21, 1988 IS A TRUE AND EXACT PHOTOCOPY OF THE ORIGINAL MINUTES AS TRANSCRIBED.

  
\_\_\_\_\_  
DOYLE VINES  
City Clerk/Treasurer

Subscribed and sworn to before me  
this 19<sup>th</sup> day of July, 1988.

  
\_\_\_\_\_  
Notary Public

My Commission Expires Nov 7, 1991

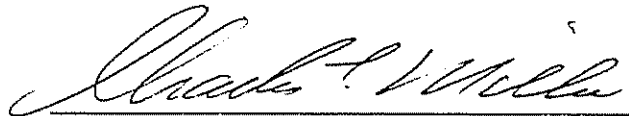
Seal

ECS File: JPA-88-46  
Project: F-016-1-519  
Section: Brewery Gulch T.I.

RESOLUTION

BE IT RESOLVED on this 7th day of July, 1988, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, enter into an agreement with the City of Bisbee for the City to maintain landscaping on certain State highways.

THEREFORE, authorization is hereby given to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



CHARLES L. MILLER, Director  
Arizona Department of  
Transportation

STATE OF ARIZONA            )  
                                  :    SS  
County of Cochise         )

I, DOYLE VINES, CLERK/TREASURER of  
the City of Bisbee, Arizona, do hereby certify that the  
following is a true and correct extract of the minutes of the  
City Council meeting held JUNE 21, 1988.

In Witness Whereof, I have hereunto set my hand and  
affixed the Official Seal of the City of Bisbee, Arizona. Done  
in       Bisbee,           Arizona        this 19<sup>th</sup>       day  
of JULY, 1988.

Doyle Vines

MOTION) Alderman Lawrence made a motion to change the wording to reflect the date of July 3, 1988 for a Fourth of July Celebration in Brewery Gulch. Alderman McElyea seconded the motion. Motion carried unanimously.

MOTION) Alderman Lawrence made a motion to approve the minutes as amended. Alderman Wymbs seconded the motion. Motion carried unanimously.

#### ACCOUNTS PAYABLE:

Alderman Eads stated a conflict of interest in items #374 and #423 and would not vote.

MOTION) Alderman McElyea made a motion to approve the accounts payable subject to the availability of funds. Alderman Mattingly seconded the motion. Motion carried.

#### OLD BUSINESS:

1. APPROVAL OF LANDSCAPE MAINTENANCE AGREEMENT WITH A.D.O.T. TABLED MARCH 15, 1988 (MAY BE REMOVED FROM THE TABLE PENDING NEW INFORMATION)

Mr. Vines referred to the document disseminated to the Council members on June 7, 1988 of a tracing received from A.D.O.T. of the connections that had been made with various individuals in Bisbee. He indicated the approvals had not gone through the grants administrative channels, or his department. Included are the dates the matters were discussed, the dates the original contract agreement application was signed and by whom. He had also discussed the matter with gentlemen from A.D.O.T. and it appeared from a grants point of view that Bisbee is committed to it.

MOTION) Alderman Eads made a motion to untable the approval of the landscape maintenance agreement with A.D.O.T. Alderman Wymbs seconded the motion. Motion carried unanimously.

MOTION) Alderman Eads made a motion to approve the landscape maintenance agreement with A.D.O.T. Alderman Wymbs seconded the motion. Motion carried unanimously.

#### ANNOUNCEMENT:

Mayor Williams informed the public that Governor Rose Mofford's signed approval (June 7, 1988) of the City Charter

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, STATE ENGINEER and the CITY OF BISBEE and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 18<sup>th</sup> day of July, 1988.



STUART L. FAUVER OF

GERALD F. TILL

City Attorneys



ATTORNEY GENERAL  
1275 West Washington  
Phoenix, Arizona 85007  
Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

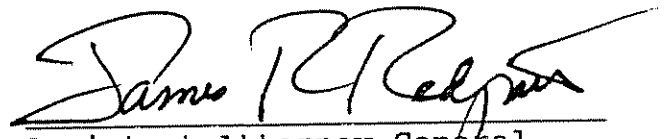
DETERMINATION

A. G. Contract No. KR-88-1728-TRD, which is an agreement between public agencies, has been reviewed pursuant to Arizona Revised Statutes Section 11-952, as amended, by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter said agreement.

Dated this 9<sup>th</sup> day of August, 1988.

ROBERT K. CORBIN  
Attorney General

  
Assistant Attorney General  
Transportation Division